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United States Department of Agriculture,

INSECTICIDE AND FUNGICIDE BOARD.

J. K. HAYWOOD, *Chairman*; M. B. WAITE, A. L. QUAINANCE, J. A. EMERY.

SERVICE AND REGULATORY ANNOUNCEMENTS.¹

No. 34.

N. J. 626-650.

[Approved by the Secretary of Agriculture, Washington, D. C., May 13, 1921.]

NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.

[Given pursuant to section 4 of the Insecticide Act of 1910, Washington, D. C.]

626. Misbranding of "Phenolene." U. S. v. The Sherwin-Williams Co.
Plea of guilty. Fine, \$10. (I. & F. No. 606. Dom. No. 13259.)

On July 16, 1918, the United States attorney for the Western District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against The Sherwin-Williams Co., a corporation, having a place of business at New Orleans, La., alleging the shipment by the said defendant, on or about April 5, 1917, from the State of Louisiana into the State of Alabama, of a quantity of an article, contained in a barrel or cask, labeled "Phenolene," which was a fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that the article consisted partially of an inert substance, to wit, water, which said inert substance and ingredient did not and does not prevent, destroy, repel, or mitigate fungi, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on any label borne on or affixed to the barrel or cask, nor, in lieu of the name and the percentage amount of the said inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of said inert ingredient, stated plainly and correctly, or at all, on any label borne on or affixed to said barrel or cask.

On August 9, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10.

¹ Free distribution will be limited to firms, establishments, and journals especially concerned. Others desiring copies may obtain them from the Superintendent of Documents, Government Printing Office, Washington, D. C., at 5 cents each.

627. Misbranding of "Carbolic Sheep Dip and Disinfectant." U. S. v. Roberta G. Wright (James Good). Plea of guilty. Fine, \$25. (I. & F. No. 895. Dom. No. 15153.)

On August 14, 1920, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Roberta G. Wright, trading and doing business under the name and style of James Good, Philadelphia, Pa., alleging the shipment by the said defendant, on May 1, 1919, from the State of Pennsylvania into the State of Virginia, of a quantity of an article, contained in 12 cans, labeled "Carbolic Sheep Dip and Disinfectant," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the labels affixed to the cans purported and professed that the standard and quality of the article were such that the article contained phenols in the proportion of 12 per centum, and that the article contained dry soap in the proportion of 37.45 per centum, and that the article contained inert ingredients, that is to say, substances which do not and did not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of 27.79 per centum; whereas, the strength and purity of the article fell below the said professed standard and quality, in that, in fact and in truth, the article contained phenols in a proportion less than 12 per centum, and in that the article contained dry soap in a proportion less than 37.45 per centum, and in that the article contained inert ingredients, that is to say, substances which do not and did not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than 27.79 per centum.

Misbranding of the article was alleged in that a statement regarding the article, borne on each of the labels affixed to the cans, was false and misleading, and by reason of said statement the article was labeled and branded so as to deceive and mislead the purchaser, in that the said statement represented that the article contained phenols in the proportion of 12 per centum, and that the article contained dry soap in the proportion of 37.45 per centum, and that the article contained hydrocarbons in the proportion of 22.76 per centum, and that the article contained inert ingredients, that is to say, substances which do not and did not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of 27.79 per centum; whereas in truth and in fact, the article contained phenols in a proportion less than 12 per centum, and the article contained dry soap in a proportion less than 37.45 per centum, and the article contained hydrocarbons in a proportion greater than 22.76 per centum, and the article contained inert ingredients, that is to say, substances which do not and did not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than 27.79 per centum.

On August 20, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

628. Adulteration and misbranding of "Milton." U. S. v. 2376 Bottles of "Milton." Default decree of condemnation and confiscation. Product ordered destroyed. (I. & F. No. 926. S. 83. Dom. No. 15959.)

On August 16, 1920, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 2,376, more or less, bottles of an article labeled "Milton." It was alleged in the libel that the article had been shipped on or about May

28, 1920, by Alex D. Shaw & Co., New York, N. Y., from the State of New York into the State of Pennsylvania, and that having been so transported it remained unsold and in the original unbroken packages at Philadelphia, Pa.; and that it was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that a statement, borne on the labels affixed to the bottles, purported and professed that the standard and quality of the article were such that the article contained sodium hypochlorite in the proportion of 2.3 per centum; whereas, the strength and purity of the article fell below the said professed standard and quality in that the article, in fact and in truth, contained sodium hypochlorite in a proportion much less than 2.3 per centum.

Misbranding of the article was alleged in that a statement, borne on the labels affixed to the bottles, represented that the contents of each of the bottles were, in terms of measure, 20.4 centileters of the article; whereas, the contents of each of the bottles, so stated on the outside thereof, were not correctly stated, in that the contents of each of the bottles were, in fact and in truth, less than 20.4 centileters of the article. Misbranding of the article was alleged further (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement, borne on the labels affixed to the bottles, represented that the article contained sodium hypochlorite in the proportion of 2.3 per centum, whereas in fact and in truth, the article contained sodium hypochlorite in a proportion much less than 2.3 per centum; and in this, that a statement, borne on the labels affixed to the bottles, represented that the article, when applied in the strength and proportion as directed by the said statement, would disinfect water for drinking purposes, whereas, in fact and in truth, the article, when applied in the strength and proportion as directed, would not disinfect water for drinking purposes; and in this, that a statement borne on the labels affixed to the bottles, represented that the article, when applied in the strength and proportion as directed by the statement, would disinfect the mouth and throat, whereas, in fact and in truth, the article, when applied in the strength and proportion as directed, would not disinfect the mouth or throat; and in this, that a statement, borne on the labels affixed to the bottles, represented that the article, when applied in the strength and proportion as directed by the statement, would disinfect the teeth and mouth and false teeth, whereas, in fact and in truth, the article when applied in the strength and proportion as directed, would not disinfect the teeth, the mouth, or false teeth; and in this, that a statement, borne on the labels affixed to the bottles, represented that the article, when applied in the strength and proportion and in the method and manner as directed by the statement, would disinfect the nasal passages, whereas, in fact and in truth, the article, when applied in the strength and proportion and in the method and manner as directed, would not disinfect the nasal passages; and in this, that a statement, borne on the labels affixed to the bottles, represented that the article, when applied in the strength and proportion as directed by the statement, would disinfect cuts and wounds, whereas, in fact and in truth, the article, when applied in the strength and proportion as directed, would not disinfect cuts or wounds; and in this, that a statement, borne on the labels affixed to the bottles, represented that the article, when applied in the strength and proportion as directed, would cleanse the air, whereas in fact and in truth, the article, when applied in the strength and proportion as directed, would not cleanse the air; and in this, that a statement, borne on the labels affixed to the bottles,

represented that the article, when applied in the strength and proportion as directed by the statement, would be effective against the larvæ of the house fly, whereas, in fact and in truth, the article, when applied in the strength and proportion as directed, would not be effective against the larvæ of the house fly; and in this, that a statement, borne on the labels affixed to the bottles, represented that the article, when applied in the strength and proportion as directed by the statement, would be effective against all kinds of vermin on the human body, whereas, in fact and in truth, the article, when applied in the strength and proportion as directed, would not be effective against all kinds of vermin on the human body; and in this, that a statement, borne on the labels affixed to the bottles, represented that the article, when applied in the strengths and proportions as directed by the statement, would be effective against all unpleasant and offensive odors, whereas, in fact and in truth, the article, when applied in the strengths and proportions as directed, would not be effective against all unpleasant or offensive odors; and in this, that statements, borne in a printed booklet affixed to each of the bottles, represented that the article embodied in stable form an agent or substance that is the most active and useful bactericidal and disinfecting agent or substance known to science, and that the article would be a powerful disinfecting agent and would be practicable and effective for destroying all bacteria and the germs of all kinds of diseases, whereas, in fact and in truth, the article did not embody, in stable form an agent or substance that is the most active or useful bactericidal or disinfecting agent or substance known to science, and the article would not be a powerful disinfecting agent, and would not be practicable or effective for destroying all bacteria or the germs of all kinds of diseases; and in this, that statements borne in the printed booklet affixed to each of the bottles, represented that the article, when used in the method and manner and in the strengths and proportions as directed by the statements, would be effective for destroying all kinds of disease germs present in the saliva and other fluids of the throat, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not be effective for destroying all kinds of disease germs present in the saliva or other fluids of the throat; and in this, that statements, borne in the booklet affixed to each of the bottles, represented that the article when used and applied in the method and manner and in the strengths and proportions as directed by the statements, would be effective against all kinds of contagious diseases that enter through the nose or mouth; whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not be effective against all kinds of contagious diseases that enter through the nose or mouth; and in this, that statements, borne in the booklet affixed to each of the bottles, represented that the article, when used in the method and manner and in the strength and proportion as directed by the statements, would disinfect minute deposits of food and other decaying material in the mouth and would cleanse pus pockets in the mouth, whereas, in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not disinfect deposits of food or other decaying material in the mouth and would not cleanse pus pockets in the mouth; and in this, that statements borne in the booklet affixed to each of the bottles represented that the article, when used and applied in the strength and proportion and in the method and manner as directed by the statements, would disinfect tooth brushes and would kill all kinds of germs on the bristles thereof, whereas in fact and in truth, the article, when used and applied in the strength and proportion and in the method and manner as directed, would not

disinfect toothbrushes, and would not kill all kinds of germs in the bristles thereof; and in this, that statements, borne in the booklet affixed to each of the bottles, represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the statements, would disinfect cuts, wounds, and abrasions, and would prevent all dangerous infection of such cuts, wounds, and abrasions, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not disinfect cuts, wounds, or abrasions, and would not prevent dangerous infection of such cuts, wounds, or abrasions; and in this, that statements, borne in the booklet affixed to each of the bottles, represented that the article, when used and applied in the strength and proportion as directed by the statements, would effectively disinfect the hands, whereas, in fact and in truth, the article, when used and applied in the strength and proportion as directed, would not effectively disinfect the hands; and in this, that statements borne in the booklet affixed to each of the bottles, represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed by the statements, would disinfect and would render safe water for drinking purposes, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not disinfect and would not render safe water for drinking purposes; and in this, that statements, borne in the booklet affixed to each of the bottles, represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the statements, would disinfect water for drinking purposes, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not disinfect water for drinking purposes; and in this, that statements, borne in the booklet affixed to each of the bottles, represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed by the statements, would disinfect bottles used for feeding infants and milk bottles and milk bowls, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not disinfect bottles used for feeding infants, and would not disinfect milk bottles or milk bowls; and in this, that statements, borne in the booklet affixed to each of the bottles, represented that the article, when used and applied on and in manure piles, garbage receptacles, earth closets, living rooms, bedrooms, and other matters, receptacles, or places where flies may gain access, in the method and manner and in the strength and proportion as directed by the statements, would prevent the breeding of flies thereon and therein, whereas, in fact and in truth, the article, when used and applied on and in manure piles, garbage receptacles, earth closets, living rooms, bedrooms, or other matters, receptacles, or places where flies may gain access, in the method and manner and in the strength and proportion as directed, would not prevent the breeding of flies thereon or therein; and in this, that statements, borne in the booklet affixed to each of the bottles, represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed by the statements, would be an efficient germicide and disinfectant for toilets, urinals, and bedpans, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not be an efficient germicide or disinfectant for toilets, urinals, or bedpans; and in this, that statements, borne in the booklet affixed to each of the bottles, represented that the article, when used and applied in the strength and proportion as directed by the statements

would be effective in the treatment of wounds and infected sores on animals, whereas, in fact and in truth, the article, when used and applied in the strength and proportion as directed, would not be effective in the treatment of wounds or infected sores on animals; and in this, that statements, borne in the booklet affixed to each of the bottles, represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the statements, would disinfect stables, cow barns, kennels, and poultry houses, and would prevent epidemics of diseases among the animals or fowls which use or occupy such inclosures, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not disinfect stables, cow barns, kennels, or poultry houses, and would not prevent epidemics of diseases among the animals or fowls which use or occupy such inclosures.

On September 7, 1920, no claimant having appeared for the article and no answer to the libel having been filed, a decree of condemnation and confiscation was entered, and the product was ordered destroyed.

629. Adulteration and misbranding of "Milton." U. S. v. 200 Packages of "Milton." Default decree of condemnation and forfeiture. Product ordered destroyed. (L. & F. No. 928. S. 87. Dom. No. 16101.)

On September 10, 1920, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the United States court for said district a libel praying the seizure for condemnation and confiscation of 200, more or less, cases of an article labeled "Milton." It was alleged in the libel that the article had been shipped by Alex D. Shaw & Company, New York, N. Y., on or about July 12, 1920, and transported from the State of New York into the State of Pennsylvania; that it remained unsold in the original unbroken packages at Philadelphia, Pa.; and that it was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that a statement borne on the labels affixed to the bottles containing the article purported and professed that the standard and quality of the article were such that the article contained sodium hypochlorite in the proportion of 0.94 per centum, whereas the strength and purity of the article fell below the said professed standard and quality in that the article contained sodium hypochlorite in a proportion much less than 0.94 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to each of the bottles containing the article represented that the article contained sodium hypochlorite in the proportion of 0.94 per centum, whereas, in fact and in truth, the article did contain sodium hypochlorite in a proportion much less than 0.94 per centum; and in this, that a statement borne on the labels affixed to the bottles represented that the article, when applied in the strength and proportion as directed by said statement, would disinfect water for drinking purposes, whereas, in fact and in truth, the article, when applied in the strength and proportion as directed, would not disinfect water for drinking purposes; and in this, that a statement borne on the labels affixed to the bottles represented that the article, when applied in the strength and proportion as directed by said statement, would disinfect the mouth and throat, whereas, in fact and

in truth, the article, when applied in the strength and proportion as directed, would not disinfect the mouth or throat; and in this, that a statement borne on the labels affixed to the bottles represented that the article, when applied in the strength and proportion as directed by said statement, would disinfect the teeth and mouth and false teeth, whereas, in fact and in truth, the article, when applied in the strength and proportion as directed, would not disinfect the teeth, the mouth, or false teeth; and in this, that a statement borne on the labels affixed to the bottles represented that the article, when applied in the strength and proportion and in the method and manner as directed by said statement, would disinfect the nasal passages, whereas, in fact and in truth, the article, when applied in the strength and proportion and in the method and manner as directed, would not disinfect the nasal passages; and in this, that a statement borne on the labels affixed to the bottles represented that the article, when applied in the strength and proportion as directed by said statement, would disinfect cuts and wounds, whereas, in fact and in truth, the article, when applied in the strength and proportion as directed, would not disinfect cuts or wounds; and in this, that statements borne on the labels affixed to the bottles represented that the article embodied in stable form an agent or substance that is the most active and useful bactericidal and disinfecting agent or substance known to science; and that the article would be a powerful disinfecting agent and would be practicable and effective for destroying all bacteria and the germs of all kinds of diseases, whereas, in fact and in truth, the article did not embody in stable form an agent or substance that is the most active or useful bactericidal or disinfecting agent or substance known to science, and the said article would not be a powerful disinfecting agent, and would not be practicable or effective for destroying all bacteria or the germs of all kinds of diseases; and in this, that statements borne on the labels affixed to the bottles represented that the article, when used in the method and manner and in the strengths and proportions as directed by said statements, would be effective for destroying all kinds of disease germs present in the saliva, and other fluids of the throat, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not be effective for destroying all kinds of disease germs present in the saliva or other fluids of the mouth, and in this, that statements borne in a booklet affixed to each of the bottles containing the article represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed by said statements, would be effective against all kinds of contagious diseases that enter through the nose or mouth, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not be effective against all kinds of contagious diseases that enter through the nose or mouth; and in this, that statements borne in the booklet affixed to each of the bottles, represented that the article, when used in the method and manner and in the strength and proportion as directed by the statements, would disinfect minute deposits of food and other decaying material in the mouth and would cleanse pus pockets in the mouth, whereas, in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not disinfect deposits of food or other decaying material in the mouth and would not cleanse pus pockets in the mouth; and in this, that statements borne in the printed booklet affixed to each of the bottles represented that the article, when used and applied in the strength and proportion and in the method and manner as directed by said statements, would disinfect toothbrushes and would kill

all kinds of germs on the bristles thereof, whereas, in fact and in truth, the article when used and applied in the strength and proportion and in the method and manner as directed by the said statements, would not disinfect toothbrushes and would not kill all kinds of germs on the bristles thereof; and in this, that statements borne in the booklet affixed to each of the bottles represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by said statements, would disinfect cuts, wounds, and abrasions, and would prevent all dangerous infection of such cuts, wounds, and abrasions, whereas, in fact and in truth, the article when used and applied in the method and manner and in the strength and proportion as directed, would not disinfect cuts, wounds or abrasions, and would not prevent dangerous infection of such cuts, wounds, or abrasions; and in this, that statements borne in the printed booklet affixed to each of the bottles represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed by said statements, would disinfect and would render safe water for drinking purposes, whereas, in fact and in truth, the article when used and applied in the method and manner and in the strength and proportion as directed, would not disinfect water for drinking purposes; and in this, that statements borne in the printed booklet affixed to each of the bottles represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed by said statements, would disinfect water for drinking purposes, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not disinfect water for drinking purposes; and in this, that statements borne in the printed booklet affixed to each of the bottles represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed by said statements, would disinfect milk bottles and milk bowls, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not disinfect milk bottles or milk bowls; and in this, that statements borne in the booklet affixed to each of the bottles represented that the article, when used and applied on and in manure piles, garbage receptacles, earth closets, living rooms, bedrooms and other matter, receptacles, or places where flies may gain access, in the method and manner and in the strength and proportion as directed by said statements, would prevent the breeding of flies thereon and therein, whereas, in fact and in truth, the article, when used and applied on and in manure piles, garbage receptacles, earth closets, living rooms, or other matter, receptacles or places where flies may gain access, in the method and manner and in the strength and proportion as directed, would not prevent the breeding of flies thereon or therein; and in this, that statements borne in the printed booklet affixed to each of the bottles represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed by said statements, would be an efficient germicide and disinfectant for toilets, urinals and bed-pans, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not be an efficient germicide or disinfectant for toilets, urinals or bedpans; and in this, that statements borne in the printed booklet affixed to each of the bottles represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by said statements would disinfect stables, cow barns, kennels, and poultry houses and would prevent epidemics of disease among the animals or fowls which use or occupy such

inclosures, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not disinfect stables, cow barns, kennels, or poultry houses and would not prevent epidemics of disease among the animals or fowls which use or occupy such inclosures.

On October 5, 1920, no claimant having appeared for the goods, and no answer to the libel having been filed, a decree of condemnation and forfeiture was entered against the goods and it was ordered that the same be destroyed.

630. Misbranding of "Jim Bourland's Medicated Salt Block." U. S. v. James C. Bourland. Plea of *nolo contendere*. Fine, \$50. (I. & F. No. 634. Dom. No. 12744.)

On October 30, 1919, the United States attorney for the Southern District of Texas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against James C. Bourland, Houston, Tex., alleging the shipment by the said defendant, on March 7, 1917, from the State of Texas into the State of Arkansas, of a quantity of an article, contained in cartons, labeled "Jim Bourland's Medicated Salt Block," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser; in this, that statements borne on the cartons containing the article represented that the article, when used in the method and manner as directed by said statements, would be an effective remedy for all kinds of kidney troubles that affect live stock, would disinfect the bowels of live stock, would be effective against stomach worms in live stock, would correct all kinds of stomach disorders in live stock, and would keep ticks off of live stock, whereas, in fact and in truth, the article, when used in the method and manner as directed, would not be an effective remedy for all kinds of kidney troubles that affect live stock, would not disinfect the bowels of live stock, would not be effective against stomach worms in live stock, would not correct all kinds of stomach disorders in live stock, and would not keep ticks off of live stock; and in this, that statements borne on the cartons containing the article represented that the article, when used in the method and manner as directed by said statements, would keep all kinds of live stock in a good, sound, or healthy condition, would prevent colic in live stock in all cases and under all conditions, would prevent blind staggers, distemper, Texas fever, and cholera in live stock, and all troubles of all kinds in live stock arising from impurities of the blood or caused by stomach or intestinal worms or caused by general debility or deranged stomach, bowels, or kidneys, and would keep ticks off of live stock, whereas, in fact and in truth, the article, when used in the method and manner as directed, would not keep all kinds of live stock in a good, sound, or healthy condition, would not prevent colic in live stock in all cases or under all conditions, would not prevent blind staggers, distemper, Texas fever, or cholera in all kinds of live stock, and would not prevent all troubles of all kinds in live stock arising from impurities of the blood, or caused by stomach or intestinal worms or caused by general debility or deranged stomach, bowels, or kidneys, and would not keep ticks off of live stock; and in this, that statements borne on the cartons containing the article represented that the article did consist and was composed wholly and exclusively of salt, sulphur, saltpeter, copperas, and nux vomica, and that the article contained no substance

other than salt, sulphur, saltpeter, copperas, and nux vomica, and that the composition of the article was such that the article, when used in the method and manner as directed by said statements, would be effective in preserving the health and strength of all kinds of live stock in all cases and under all conditions, whereas, in fact and in truth, the article did not consist and was not composed wholly or exclusively of salt, sulphur, saltpeter, copperas, and nux vomica, and the article contained a substance other than salt, sulphur, saltpeter, copperas, and nux vomica, and the composition of the article was such that the article, when used in the method and manner as directed by said statements, would not be effective in preserving the health or strength of all kinds of live stock in all cases or under all conditions; and in this, that a statement borne on the cartons containing the article represented that the article would be effective in the preservation of the health of any animal in all cases and under all conditions, whereas, in fact and in truth, the article would not be effective in the preservation of the health of any animal in all cases and under all conditions; and in this, that a statement borne on the cartons containing the article represented that the article, when used in the method and manner as directed by the said statement, would keep hogs in a good, sound, and healthy condition, and would protect hogs from the infection of cholera in all cases and under all conditions, whereas, in fact and in truth, the article, when used in the method and manner as directed, would not keep hogs in a good, sound, or healthy condition, and would not protect hogs from the infection of cholera in all cases and under all conditions. Misbranding of the article was alleged further in that it consisted completely of inert substances, that is to say, substances which do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label borne on each or any of the cartons containing the article.

On September 27, 1920, the defendant entered a plea of *nolo contendere* to the information, and the court imposed a fine of \$50.

631. Misbranding of "Taylor's Fuma." U. S. v. Taylor Chemical Co. Plea of guilty. Fine, \$25. (U. S. No. 819. Dom. No. 14758.)

On August 16, 1920, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Taylor Chemical Co., a corporation, New York, N. Y., alleging the shipment by the said company on September 11, 1918, from the State of New York into the State of Florida of a quantity of an article containing 100 cans labeled "Taylor's Fuma," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the package and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the packages represented that water dissolved the article in the proportions of one and one-half per centum, and that a solution of the article in the said proportion was an efficient disinfectant, whereas in truth and in fact water would not dissolve the article in the proportion of one and one-half per centum, and a solution of the article and water in the said proportions was not an efficient disinfectant; and in this, that statements borne on the labels affixed to the cans represented that all kinds of insects in stored grain, and all of the various

kinds of burrowing or boring insect pests could be exterminated by the use and application of the article, and that the article could be so used and applied as to be effective against chicken lice and all of the various kinds of burrowing animals and all kinds of burrowing or boring insect pests, whereas, in fact and in truth, all kinds of insects in stored grain and all of the various kinds of burrowing or boring insect pests could not be exterminated by the use and application of the article, and could not be so used and applied as to be effective against chicken lice and all of the various kinds of burrowing animals and all kinds of burrowing or boring insect pests.

On October 6, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

632. Adulteration and misbranding of "Hirsh's Chlorinated Lime, Star Brand." U. S. v. Arthur O. Olsson and James A. Miller (Leon Hirsh & Son). Plea of guilty. Fine, \$15. (I. & F. No. 914. Dom. No. 14650.)

On October 18, 1920, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Arthur O. Olsson and James A. Miller, trading and doing business under the name and style of Leon Hirsh & Son, at New York, N. Y., alleging the shipment by the said defendants, on January 16, 1919, from the State of New York into the District of Columbia, of a quantity of an article contained in 500 cartons, labeled "1 Lb. Net Wt. Hirsh's Chlorinated Lime, Star Brand," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the labels affixed to the cartons purported and professed that the standard and quality of the article were such that the article contained available chlorine, that is to say, chlorine available for preventing, destroying, repelling, and mitigating pathogenic and putrefactive fungi, in the proportion of thirty per centum and that the article contained inert matter, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate pathogenic and putrefactive fungi, in the proportion of seventy per centum; whereas, the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article contained available chlorine in a proportion less than thirty per centum, and the article contained inert matter, in a proportion greater than seventy per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the packages represented that the article contained available chlorine in a proportion of thirty per centum, and that the article contained inert matter, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate pathogenic and putrefactive fungi, in the proportion of seventy per centum; whereas, in fact and in truth, the article contained available chlorine in a proportion less than thirty per centum and the article contained inert matter in a proportion greater than seventy per centum; and in this, that statements borne on the labels affixed to the cartons represented that the article, when used and applied in the method and manner as directed by the said statements, would disinfect and would purify cesspools and drains; whereas, in fact and in truth, the article, when used and applied in the method and manner as directed, would not disinfect and purify cesspools or drains. Misbranding of the article was alleged further in that it consists partially of inert substances, that is to say, substances which do not prevent, destroy, repel, or mitigate pathogenic and putrefactive fungi, and the

names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the cartons containing the article; nor, in lieu of the names and the percentage amounts of the said inert ingredients, was the name and the percentage amount of the ingredient of the article having fungicidal properties, to wit, available chlorine, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any label affixed to each or any of the cartons.

On October 20, 1920, the defendants entered pleas of guilty to the information, and the Court imposed a fine of \$15.

633. Misbranding of "Hirsh's Chlorinated Lime, Star Brand." U. S. v. Arthur O. Olsson and James A. Miller (Leon Hirsh & Son). Plea of guilty. Fine, \$15. 11. & F. No. 915. Dom. No. 14803.)

On October 18, 1920, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Arthur O. Olsson and James A. Miller, trading and doing business under the name and style of Leon Hirsh & Son, at New York, N. Y., alleging the shipment by the said defendant, on January 16, 1919, from the State of New York into the District of Columbia, of a quantity of an article contained in 500 cartons labeled " $\frac{1}{2}$ Lb. Net Weight Hirsh's Chlorinated Lime, Star Brand," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the statements borne on the labels affixed to the cartons represented that the article, when used and applied in the method and manner as directed by the said statements, would disinfect and would deodorize sick chambers, schoolrooms, and cellars, and would disinfect and would purify cesspools and drains, whereas, in fact and in truth, the article, when used and applied in the method and manner as directed, would not disinfect and would not deodorize sick chambers, schoolrooms, or cellars, and would not disinfect and would not purify cesspools or drains. Misbranding of the article was alleged further in that it consists partially of inert substances, to wit, substances other than available chlorine, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the cartons containing the article, nor, in lieu of the names and the percentage amounts of the said inert ingredients, were the name and the percentage amount of the ingredients of the article having fungicidal properties, to wit, available chlorine, and the total percentage of the said inert ingredients in the said article stated plainly or correctly on each or any label affixed to each or any of the cartons.

On October 20, 1920, the defendants entered pleas of guilty to the information, and the Court imposed a fine of \$15.

634. Misbranding of "Hirsh's Chloride Lime, Star Brand." U. S. v. Arthur O. Olsson and James A. Miller (Leon Hirsh & Son). Plea of guilty. Fine, \$15. 11. & F. No. 916. Dom. No. 14804.)

On October 18, 1920, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against

Arthur O. Olsson and James A. Miller, trading and doing business under the name and style of Leon Hirsh & Son, at New York, N. Y., alleging the shipment by the said defendant, on January 16, 1919, from the State of New York into the District of Columbia of a quantity of an article contained in 250 cartons labeled "Quarter Pound Hirsh's Chloride Lime, Star Brand," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the statements borne on the labels affixed to the cartons represented that the article, when used and applied in the method and manner as directed by the said statements, would purify sick chambers, would purify and would disinfect cesspools and drains, would remove offensive effluvia from whatever cause arising, would prevent the spread of contagion and all kinds of infectious diseases, and would be the best agent for preventing yellow fever and all kinds of contagious diseases; whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not purify sick chambers, would not purify and would not disinfect cesspools or drains, and would not remove offensive effluvia from whatever cause arising, and would not prevent the spread of contagion or all kinds of contagious diseases and would not be the best agent for preventing yellow fever or all kinds of contagious diseases. Misbranding of the article was alleged further in that it consists partially of inert substances, to wit, substances other than available chlorine, which said inert substances do not prevent, destroy, repel, or mitigate pathogenic and putrefactive fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the cartons containing the article; nor, in lieu of the names and the percentage amounts of the said inert ingredients, was the name and the percentage amount of the ingredient of the article having fungicidal properties, to wit, available chlorine, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any label affixed to each or any of the cartons.

On October 20, 1920, the defendants entered pleas of guilty to the information and the Court imposed a fine of \$15.

635. Adulteration and misbranding of "Dr. Trager's Fatal Roach Powder."
U. S. v. Trager Manufacturing Co. Plea of nolo contendere. Fine,
\$10. (I. & F. No. 879. Dom. No. 15235.)

On October 18, 1920, the United States attorney for the Middle District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Trager Manufacturing Co., a corporation, Scranton, Pa., alleging the shipment by the said corporation on or about April 19, 1919, from the State of Pennsylvania into the State of New Jersey of a quantity of an article contained in 36 cans, labeled "Dr. Trager's Fatal Roach Powder," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the cans purported and professed that the standard and quality of the article were such that the article contained sodium fluoride in the proportion of ninety per centum and that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects, to wit,

cockroaches, water bugs, and ants, in the proportion of five per centum, whereas the strength and purity of the article fell below the said professed standard and quality in that the article contained sodium fluoride in a proportion less than ninety per centum and the article contained substances which do not prevent, destroy, repel, or mitigate insects, to wit, cockroaches, water bugs, and ants, in a proportion greater than five per centum.

Misbranding of the article was alleged (1) in that the packages bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the cans represented that the article contained sodium fluoride in the proportion of ninety per centum, whereas, in fact and in truth, the article contained sodium fluoride in a proportion less than ninety per centum; and in this, that a statement borne on the cans represented that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects, to wit, cockroaches, water bugs, and ants, in the proportion of five per centum, whereas, in fact and in truth, the article contained substances which do not prevent, destroy, repel, or mitigate insects, to wit, cockroaches, water bugs, and ants, in a proportion greater than five per centum. Misbranding of the article was alleged further in that it contained arsenic in a combination thereof and the total amount of the said arsenic so present in the article was not stated expressed as per centum of metallic arsenic or at all on each or any of the cans or on each or any label affixed thereto. Misbranding of the article was alleged further in that it contained arsenic in a combination thereof and in water-soluble form and the amount of the said arsenic in water-soluble form so present in the article was not stated expressed as per centum of metallic arsenic or at all or on each or any of the cans or on each or any label affixed thereto. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than sodium fluoride, the ground flower heads of the pyrethrum plant and Paris green, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any of the cans or on each or any label affixed thereto, nor in lieu of the names and percentage amounts of the said inert ingredients were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties and the total percentage of the said inert ingredients so present in the article stated plainly and correctly on each or any of the cans or on each or any label affixed thereto.

On October 18, 1920, the defendant corporation entered a plea of nolo contendere to the information and the court imposed a fine of \$10.

636. Adulteration and misbranding of "Niagara Calcium Arsenate, Powdered." U. S. v. Five Barrels of "Niagara Calcium Arsenate, Powdered." Default decree of condemnation and confiscation. Product ordered destroyed. (1. & F. No. 788. S. No. 71. Dom. No. 15184.)

On October 20, 1919, the United States attorney for the Western District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district a libel praying the seizure for condemnation and confiscation of a quantity of an article contained in five barrels labeled "Niagara Calcium Arsenate, Powdered," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that a statement borne on the labels affixed to the barrels purported and professed that the standard

and quality of the article were such that the article contained water-soluble arsenic equivalent to and expressed as metallic arsenic in the proportion of three-fourths of one per centum, whereas the strength and purity of the article fell below the said professed standard and quality in that in fact and in truth the article contained arsenic in water-soluble form, equivalent to and expressed as metallic arsenic, in a proportion greater than three-fourths of one per centum. Adulteration of the article was alleged further in that it was intended to be used on vegetation, to wit, the cotton plant, by dusting or sprinkling the article thereon in order to destroy the cotton boll weevil, and the article contained a substance or substances which cause injury to the cotton plant when the said article was used and applied thereon and thereto in the said method and manner.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the barrels represented that the article contained arsenic in water-soluble form equivalent to and expressed as metallic arsenic in the proportion of three-fourths of one per centum, whereas, in fact and in truth, the article contained arsenic in water-soluble form, equivalent to and expressed as metallic arsenic, in a proportion greater than three-fourths of one per centum; and in this, that the statement borne on the labels affixed to the barrels, represented that the article was calcium arsenate, whereas the article consisted of calcium arsenate and other compounds of calcium.

On November 22, 1920, no claimant for the goods having appeared and no answer to the libel having been filed, a decree of condemnation and confiscation was entered and the goods were ordered destroyed.

637. Adulteration and misbranding of "Smith's Arsenate of Lead Products—Dry Powdered." U. S. v. 290 Cartons of "Smith's Arsenate of Lead Products—Dry Powdered." Default decree of condemnation and confiscation. Product ordered destroyed. (I. & F. No. 790. S. 72. Dom. No. 15040.)

On October 20, 1919, the United States attorney for the Southern District of Iowa, acting upon a report of the Secretary of Agriculture, filed in the District Court of the United States for the said district a libel praying the seizure for condemnation and confiscation of 290 cartons of an article labeled "Smith's Arsenate of Lead Products—Dry Powdered," at Des Moines, Iowa. It was alleged in the libel that the article had been shipped by H. J. Smith, trading and doing business under the name of H. J. Smith & Co., at Cleveland, Ohio, on February 1, 1919, and transported from the State of Ohio into the State of Iowa; that it remained unsold and in the original, unbroken packages; and that it was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel, in this, that a statement, "Smith's Arsenate of Lead Products," borne on the labels affixed to the cartons containing the article purported and professed that the standard and quality of the article were those of arsenate of lead, whereas, the strength and purity of the article fell below the said professed standard and quality in that the article was not arsenate of lead, but the article consisted partially of substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds; and in this, that H. J. Smith, on or about December 28, 1918, sent and delivered to the consignee of the article a certain invoice purporting to describe the article as "Arsenate of Lead," which

said words professed that the standard and quality of the article were those of arsenate of lead, whereas, the strength and purity of the article fell below the said professed standard and quality in that the article was not arsenate of lead, but the article consisted partially of substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds.

Adulteration of the article was alleged further in that a statement, to wit, "Smith's Arsenate of Lead Products," borne on the labels affixed to the cartons purported and professed that the article was arsenate of lead, whereas, the article was not arsenate of lead, but certain substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds had been substituted in part for arsenate of lead in the said article.

Adulteration of the article was alleged further in that by reason of words and statements borne on the labels affixed to the cartons, the article was intended to be used on all kinds of fruit trees in the strength and proportion and in the method and manner as directed by the said words and statements, whereas, the article, when prepared and when used and applied on and to certain kinds of fruit trees, to wit, the peach and Japanese plum, in the strength and proportion and in the method and manner as directed, would cause injury to the said fruit trees, to wit, the peach and the Japanese plum.

Misbranding of the article was alleged in the libel (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the words, to wit, "Smith's Arsenate of Lead Products," borne on the labels affixed to the cartons, represented that the article was arsenate of lead, whereas, in fact and in truth, the article was not arsenate of lead, but the article consists of a mixture of arsenate of lead and substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds: and in this, that the words and figures borne on the labels affixed to the cartons represented that the article contained arsenate of calcium in a proportion not less than 25 per centum, whereas, in fact and in truth, the article contained arsenate of calcium in a proportion much less than 25 per centum: and in this, that the words and statements borne on labels affixed to the cartons, represented that the article, when prepared and when used and applied in the strength and proportion and in the method and manner as directed by the said words and statements, would be efficient for killing all leaf-chewing insects, bud-chewing insects, and all fruit-chewing insects, and all usual insect pests that infest fruit trees, shade trees, and all garden crops, whereas, in fact and in truth, the article, when prepared and when used and applied in the strength and proportion and in the method and manner as directed, would not be efficient for killing all leaf-chewing insects, all bud-chewing insects, or all fruit-chewing insects, or all usual insect pests that infest fruit trees, shade trees, or garden crops.

Misbranding of the article was alleged further, in this, that on or about December 28, 1918, H. J. Smith sent and delivered to the consignee of the article an invoice purporting to describe and designate the article as "Arsenate of Lead," whereas, in fact and in truth, the article was not arsenate of lead, but was an imitation of arsenate of lead, and was offered for sale under the name of another article, to wit, arsenate of lead: and in this, that the words, to wit, "Smith's Arsenate of Lead Products," borne on the labels affixed to the cartons represented and professed that the article was arsenate of lead, whereas, in fact and in truth, the article was not arsenate of lead, but was an imitation of arsenate of lead, and was offered for sale under the name of another article, to wit, arsenate of lead.

Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than lead arsenate and calcium arsenate, which said inert substances do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the cartons, nor, in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on each or any label affixed to each or any of the cartons.

On December 9, 1920, no claimant for the goods having appeared, and no answer to the libel having been filed, a decree of condemnation and forfeiture was entered, and it was ordered by the Court that the product be destroyed.

638. Adulteration and misbranding of "Lion Brand Pure Paris Green."
U. S. v. The James A. Blanchard Co. Plea of non vult contendere.
Fine, \$25. (I. & F. No. 782. Dom. No. 14520.)

On January 22, 1920, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the United States Court for the said district an information against The James A. Blanchard Co., a corporation, New York, N. Y., alleging the shipment by the said corporation on June 22, 1918, from the State of New York into the State of Connecticut of a quantity of an article contained in 150 cartons labeled "Lion Brand Pure Paris Green," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that statements borne on the labels affixed to the cartons purported and professed that the standard and quality of the article were those of Paris green, whereas the strength and purity of the article fell below the said professed standard and quality in that in fact and in truth the article was not Paris green, but consisted partially of a substance other than Paris green, to wit, sodium sulphate. Adulteration of the article was alleged further in that statements borne on the labels affixed to the cartons purported and professed that the article was Paris green, whereas in fact and in truth the article was not Paris green, but a substance other than Paris green, to wit, sodium sulphate, had been substituted in part for the article.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the cartons represented that the article was Paris green, whereas, in fact and in truth, the article was not Paris green, but consisted partially of a substance other than Paris green, to wit, sodium sulphate.

On April 7, 1920, the defendant corporation entered a plea of non vult contendere, and on December 10, 1920, the court imposed a fine of \$25.

639. Adulteration and misbranding of "Lion Brand Bordeaux Mixture."
U. S. v. James A. Blanchard Co. Plea of non vult contendere. Fine,
\$25. (I. & F. No. 792. Dom. No. 11358.)

On January 19, 1920, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against

The James A. Blanchard Co., a corporation, New York, N. Y., alleging the shipment by the said corporation on January 14, 1918, from the State of New York into the District of Columbia of a quantity of an article contained in 36 cans, labeled "Lion Brand Bordeaux Mixture," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the labels affixed to the cans purported and professed that the standard and quality of the article were such that the article contained copper, which is a substance having fungicidal properties, in the proportion of 4 to 6 per centum, and that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate fungi, in the proportion of 94 to 96 per centum; whereas, the strength and purity of the article fell below the said professed standard and quality in that the article, in fact and in truth, contained copper in a proportion less than 4 per centum, and in that the article contained inert substances in a proportion greater than 96 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the cans represented that the article contained copper, which is a substance having fungicidal properties, in the proportion of 4 to 6 per centum, and that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate fungi, in the proportion of 94 to 96 per centum; whereas, in fact and in truth, the article contained copper in a proportion less than 4 per centum and the article contained inert substances in a proportion greater than 96 per centum. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than copper, which said inert substances do not prevent, destroy, repel, or mitigate fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the cans containing the article, nor, in lieu of the names and the percentage amounts of the said inert ingredients so present in the article, were the names and the percentage amounts of each and every one of the ingredients of the article having fungicidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly on each or any label affixed to each or any of the cans.

On April 7, 1920, the defendant corporation entered a plea of non vult contendere to the information, and on December 10, 1920, the court imposed a fine of \$25.

**610. Adulteration and misbranding of "Lion Brand Bordeaux Mixture."
U. S. v. The James A. Blanchard Co. Plea of non vult contendere.
Fine, \$25. (L. & F. No. 794. Dom. No. 13901.)**

On January 19, 1920, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against The James A. Blanchard Co., a corporation, New York, N. Y., alleging the shipment by the said corporation on January 14, 1918, from the State of New York into the District of Columbia, of a quantity of an article contained in 36 cans labeled "Lion Brand Bordeaux Mixture," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the labels affixed to the cans purported and professed that the standard and quality of the article were such that the article contained copper, which is a substance having fungicidal properties, in the proportion of 4 to 6 per centum, and that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate fungi, in the proportion of 94 to 96 per centum; whereas, the strength and purity of the article fell below the said professed standard and quality in that the article, in fact and in truth, contained copper in a proportion less than 4 per centum, and in that the article contained inert substances in a proportion greater than 96 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the cans represented that the article contained copper, which is a substance having fungicidal properties, in the proportion of 4 to 6 per centum, and that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate fungi, in the proportion of 94 to 96 per centum; whereas, in fact and in truth, the article contained copper in a proportion less than 4 per centum and the article contained inert substances in a proportion greater than 96 per centum. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than copper, which said inert substances do not prevent, destroy, repel, or mitigate fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the cans containing the article, nor, in lieu of the names and the percentage amounts of the said inert ingredients so present in the article, were the names and the percentage amounts of each and every one of the ingredients of the article having fungicidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly on each or any label affixed to each or any of the cans.

On April 7, 1920, the defendant corporation entered a plea of non vult contendere to the information, and on December 10, 1920, the court imposed a fine of \$25.

641. Adulteration and misbranding of "Dry Powdered Arsenate of Calcium." U. S. v. 185, more or less, kegs of "Dry Powdered Arsenate of Calcium." Consent decree of condemnation and forfeiture. Goods released under bond. (I. & F. No. 742. S. No. 62. Dom. No. 15006.)

On August 7, 1919, the United States attorney for the Southern District of Texas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district a libel praying the seizure for condemnation and confiscation of 185, more or less, kegs of an article labeled "Dry Powdered Arsenate of Calcium." It was alleged in the libel that the article had been shipped on May 13, 1919, from the State of Michigan into the State of Texas by the Sherwin-Williams Company, Detroit, Mich., and having been so transported, remained unsold and in the original unbroken packages at Pharr, Tex., and that it was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that it was recommended for cotton boll-weevil poisoning, whereas the article, when prepared,

used, and applied on and to the cotton plant in the strength and proportion and in the method and manner in common practice known as dusting, would cause injury to the cotton plant. Adulteration of the article was alleged further in that it was sold under the professed standard and quality described and set forth on the labels affixed to the packages; whereas, the article was of a lower standard and quality in that it contained an amount of water-soluble arsenic pentoxide in excess of the amount set forth in the said professed standard, which said excessive amount of water-soluble arsenic pentoxide rendered the article injurious to vegetation and impaired its effective quality and purity as an insecticide.

Misbranding of the article was alleged (1) in that, the packages and labels bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the packages represented that the article contained arsenic in water-soluble form, equivalent to and expressed as metallic arsenic in a proportion of not more than one per centum, whereas in fact and in truth, the article contained arsenic in water-soluble form equivalent to and expressed as metallic arsenic in a proportion greater than one per centum. Misbranding of the article was alleged further in that the article contained arsenic in combinations thereof and in water-soluble form and the amount of the said arsenic in water-soluble form so contained in the article was not correctly stated, expressed as per centum of metallic arsenic on each or any label affixed to each or any of the packages containing the article.

On June 30, 1920, the said Sherwin-Williams Company, claimant for the article, having appeared and consented to a judgment, a decree condemning and confiscating the goods was entered, with the provision that the claimant, upon the payment of the costs of the proceeding and the execution and delivery of a good and sufficient bond conditioned that the article should not be sold or otherwise disposed of contrary to law, the United States marshal should deliver the article to the claimant.

642. Misbranding of "Mackay's Pine Oil Disinfectant." U. S. v. Arnold H. Mackay (Mackay's Rabbit Farm). Plea of guilty. Fine, \$75. (1. & F. No. 943. Dom. No. 15028.)

On January 17, 1921, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against A. H. Mackay, trading and doing business under the name and style of Mackay's Rabbit Farm, Marlboro, N. Y., alleging shipment by said defendant in violation of the Insecticide Act of 1910, on July 15, 1919, from the State of New York into the State of Nebraska, of a quantity of an article which was a misbranded insecticide and fungicide, within the meaning of the said Act. The article was labeled in part "Mackay's Pine Oil Disinfectant."

Misbranding of the article was alleged in the information for the reason that the statement borne and printed on each of the labels affixed to the outside of each of the cans containing the article, to wit, "Contents 1 Quart," represented that the contents of each of the cans were, in terms of measure, 1 quart of the said insecticide and fungicide, whereas the contents of said cans were not correctly stated on the outside of the cans, in that in truth and in fact the contents of each of the cans were, in terms of measure, less than 1 quart of the said insecticide and fungicide. Misbranding was alleged for the further reason that the article consisted partially of an inert substance, to wit, water, which said inert substance does not and did not prevent, destroy, repel or mitigate insects

or fungi, and the name and the percentage amount of said inert substance so present in the article were not stated plainly and correctly or at all on each or any label affixed to each or any of the cans aforesaid, nor, in lieu of the name and percentage amount of said inert substance or ingredient so present in the article, were the names and percentage amounts of each and every ingredient of said article, having insecticidal or fungicidal properties and the total percentage of said inert substance or ingredient so present in the article, stated plainly and correctly on each or any of the labels aforesaid. Misbranding was alleged for the further reason that the statements borne on each of the labels affixed to each of the cans, to wit,

"Always use a sprayer, as it not only gives better results, but saves waste. This disinfectant may also be used 1 to 50 * * * for keeping cattle and horses free from annoyance by insects."

were false and misleading, and by reason of said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that said statements represented that the article when used in the method and manner and in the strength and proportion as directed by said statements would keep cattle and horses free from annoyance by all types and varieties of insects, whereas, in truth and in fact, it would not. Misbranding was alleged for the further reason that the following statement regarding the article, borne and printed on each of the labels, to wit,

"In addition, it has that fragrant pine odor which wonderfully purifies and ozonizes the air."

was false and misleading, and by reason of said statement the article was labeled and branded so as to deceive and mislead the purchaser, in that said statement represented that the article when used in the method and manner directed by the statement borne on the label would purify and ozonize the air, whereas, in truth and in fact, it would not.

On January 26, 1921, the defendant entered a plea of guilty to the information and the court imposed a fine of \$75.

643. Misbranding of "Pioneer Dip." U. S. v. Allan G. Letson and Mary A. Letson (A. G. Letson Company). Plea of guilty. Fine, \$25 and costs. (I. & F. No. 835. Dom. No. 13418.)

On April 24, 1920, the United States attorney for the Southern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Allan G. Letson and Mary A. Letson, doing business under the name and style of A. G. Letson Company, Bloomington, Ill., alleging shipment by said defendants in violation of the Insecticide Act of 1910, on or about April 30, 1918, from the State of Illinois into the State of Missouri, of a quantity of an article, which was a misbranded insecticide and fungicide within the meaning of said Act. The article was labeled in part "Pioneer Dip."

Misbranding of the article was alleged in the information for the reason that the statements regarding the article, borne and printed on the label, to wit, "PIONEER DIP for Horses, Cattle, Sheep Hogs, and All Live Stock * * * * * A Powerful Disinfectant, Antiseptic, Germ and Microbe Destroyer. Directions Kills lice and ticks on Sheep mix with water 100 to 1. Kills lice on Horses and Cattle, mix with water 75 to 1. Kills lice on Hogs, mix with water 50 to 1. Kills the parasite that causes mange and itch. The remedy for galls, sores and wounds. * * *" were false and misleading, and by reason of said statements the article was labeled and branded so as to deceive and mislead the purchaser in that the statements regarding the article represented that it was a

powerful disinfectant, a powerful antiseptic, and a powerful germ and microbe destroyer, when used in the method and manner, and in the strengths and proportions as directed, whereas, in truth and in fact, it was not. Misbranding was alleged for the further reason that the statements aforesaid, borne and printed on the label aforesaid, were false and misleading, and by reason of the said statements the article aforesaid was labeled and misbranded so as to deceive and mislead the purchaser, in that the statements represented that the article would kill all types and varieties of parasites, which cause mange and itch, which affect horses, cattle, sheep, hogs, and all other live stock and would be an effective remedy against all types and varieties of sores on horses, cattle, sheep, hogs, or other live stock when used in the method and manner, and in the strength and proportion as directed, whereas, in truth and in fact, it would not. Misbranding was alleged for the further reason that said article consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not and did not prevent, destroy, repel or mitigate insects or fungi, and the name and percentage amount of the said inert ingredient so present in said article were not stated plainly and correctly, or at all on any label, affixed to the can aforesaid, containing the article, nor in lieu of the name and percentage amount of the said inert ingredient so present in the said article were the names and percentage amounts of each and every ingredient so present in the said article, having insecticidal and fungicidal properties, and the total percentage of the said inert ingredient so present in the article stated plainly and correctly or at all on any label affixed to the can aforesaid.

On January 28, 1921, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$25 and costs.

644. Adulteration and misbranding of "Hillside Brand Paris Green."

U. S. v. Bristol-Myers Co., a corporation. Plea of guilty. Fine, \$25.
(L. & F. No. 903. Dom. No. 15162.)

On January 8, 1921, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Bristol-Myers Co., a corporation, New York, N. Y., alleging shipment by said company on May 21, 1919, in violation of the Insecticide Act of 1910, from the State of New York into the State of Virginia of a quantity of an insecticide which was adulterated and misbranded within the meaning of said act. The article was labeled in part "Hillside Brand Paris Green Bristol-Myers Co., New York."

Adulteration of the article was alleged in the information for the reason that a substance other than Paris green, to wit, sodium sulphate, had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength.

Misbranding was alleged for the reason that the words regarding the article, to wit, "Paris Green," borne and printed on each of the containers containing the Paris green, were false and misleading, and by reason of the said words the article was labeled and branded so as to deceive and mislead the purchaser, in that the said words represented that the quantities and proportions of the substances and ingredients contained in the article were the quantities and proportions of the substances and ingredients contained in the article sold and recognized in commerce as pure Paris green, whereas, in fact and in truth, the quantity and proportion of a substance and ingredient, to wit, sodium sulphate, contained in said article were not the quantity and proportion of sodium sulphate contained in the article sold and recognized in commerce as pure Paris green,

but said article did contain sodium sulphate in a quantity and proportion in excess of the quantity and proportion of sodium sulphate contained in the article sold and recognized in commerce as pure Paris green.

On January 12, 1921, a plea of guilty to the information was entered on behalf of the defendant corporation, and the court imposed a fine of \$25.

645. Misbranding of "Lice Killer" Nest Egg. U. S. * * * v. George D. Lewis (H. B. Reynolds Mfg. Co.). Plea of guilty. Fine, \$75 and costs. (I. & F. No. 662. Dom. No. 12703.)

On May 1, 1919, the United States Attorney for the Southern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against George D. Lewis, trading and doing business under the name and style of H. B. Reynolds Manufacturing Company, Fredericktown, Ohio, alleging shipment by said defendant, in violation of the Insecticide Act of 1910, on or about May 22, 1916, from the State of Ohio into the State of Minnesota of a quantity of "Lice Killer" Nest Eggs, which was a misbranded insecticide and fungicide within the meaning of said Act. The article was labeled in part:

(Carton) "'Lice Killer' Nest Egg Lice Exterminator Friend of the hen. Our Lice Killer Nest Eggs are almost an exact imitation of the real chicken egg and yet contain a powerful disinfectant which is guaranteed to expel lice and vermin. Save Money. Much of the disease among poultry is caused by lice. Save your chickens and money by using our Lice Killer Nest Eggs. They will do it. Make money. Hens are profitable because of the eggs they produce. But hens will not lay well when covered with lice. You can get rid of the lice by using Lice Killer Nest Eggs. Be Humane. It is absolutely wicked and inhuman to allow lice to remain on poultry longer than can be helped. Confer a blessing on one or your best friends—The Hen—by using Lice Killer Nest Eggs. Positively guaranteed to drive out lice and vermin. * * * Caution—Do not leave in a setting hen's nest longer than two hours a week; but leave in a laying hen's nest, or brooder, constantly. * * *"

(A wrapper or circular enclosing the article contained similar statements.)

Misbranding of the article was alleged in the information for the reason that the above-quoted statements borne on the labels of the cartons and wrappers or circulars were false and misleading, and by reason of said statements the article was labeled and branded so as to deceive and mislead the purchaser, in this, that they represented that the article, when used in the method and manner as directed, would kill and exterminate lice on laying hens and sitting hens, would expel and drive out lice and all vermin on laying hens and sitting hens, would rid laying hens of lice and would be effective in ridding and protecting laying hens and sitting hens of and from lice, and that the article contained a powerful disinfectant, whereas, in fact and in truth, the article would not produce the effects claimed in said statements and it did not contain a powerful disinfectant. Misbranding was alleged for the further reason that the article consisted completely of inert substances, which did not and do not prevent, destroy, repel or mitigate insects or fungi, to wit, lice and all vermin that infest poultry and pathogenic bacteria that affect poultry, if the article were used in the method and manner as directed by the above quoted statements, and the names and percentage amounts of each and every one of the inert ingredients present therein were not stated plainly and correctly on each or any of the cartons containing the article.

On December 11, 1919, the defendant entered a plea of guilty to the information and the court imposed a fine of \$75 and costs.

646. Adulteration and misbranding of "Haynor's Normaline." U. S. * * *
v. Norman C. Hayner Co., a corporation. Plea of guilty. Fine, \$50.
 (1. & P. No. 784. Dom. No. 14640.)

On June 29, 1920, the United States Attorney for the Western District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against Norman C. Hayner Company, a corporation, Rochester, N. Y., alleging shipment by said defendant, in violation of the Insecticide Act of 1910, on or about November 6, 1918, from the State of New York into the State of Pennsylvania, of a quantity of "Hayner's Normaline" which was an adulterated and misbranded fungicide within the meaning of said Act.

Adulteration of the articles was alleged in the information for the reason that certain statements borne and printed on the label affixed to the drum containing the article, to wit,

"The odorless chlorine and formaldehyde germicide and deodorant.

Inert matter, water 84% "

purported and professed that the standard and quality of the article were such that it contained chlorine and contained inert matter, to wit, water, that is to say, matter which does not and did not prevent, destroy, repel or mitigate, fungi, to wit, pathogenic and putrefactive bacteria, in the proportion of 84 per centum, whereas in fact and in truth the article did not contain chlorine and did contain inert matter, to wit, water, in a proportion greater than 84 per centum.

Misbranding was alleged for the reason that certain statements, regarding the article borne and printed on the labels affixed in the drum containing the articles, to wit,

"The Odorless Chlorine and Formaldehyde Germicide and Deodorant.

"Mix one part 'Normaline' with ten to thirty parts water (according to the intensity of the odor to be overcome) and every day thoroughly sprinkle the entire inside as well as the external of the urinals or bowls especially sprinkling enough of the mixture on the floor under urinals to absorb or catch the dripping from same. If bowls or urinals are especially offensive and smeared with the by-products of urine, a third part of 'Normaline' with two-thirds water should be used for the first two or three days * * * Sprinkle a solution on the floor of your factory and note the result * * * A daily attention to the foregoing suggestions and the use of 'Normaline' will give you an ideal * * * germicide, with Formaldehyde in solution."

"Inert matter, water 84% "

were false and misleading and by reason of said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the article contained chlorine and was odorless, that it was a germicide when used in the proportion and in the method and manner as directed, and that it contained inert matter, to wit, water, that is to say, a substance which did not and does not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in the proportion of 84 per centum, whereas, in truth and in fact, the article did not contain chlorine, was not odorless, was not an effective germicide when used in the proportion and in the method and manner as directed and did contain inert matter, to wit, water, in a proportion greater than 84 per centum.

On September 14, 1920, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$50.

647. Adulteration and misbranding of Milwaukee Sanitary Fluid. U. S. v. Milwaukee Lubricants Co. Plea of guilty. Fine, \$30. (I. & F. No. 870. Dom. No. 15093.)

On or about July 22, 1920, the United States attorney for the Eastern District of Wisconsin, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Milwaukee Lubricants Co., a corporation, Milwaukee, Wis., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about June 28, 1919, from the State of Wisconsin into the State of Montana, of a quantity of an article which was a fungicide within the meaning of the said Act, which was adulterated and misbranded. The article was labeled:

Keep this side up Palace Hotel, Missoula, Mont. 10 Gal. Coef. 4 Milwaukee Sanitary Fluid From Milwaukee Lubricants Co. Milwaukee, Wis.

Adulteration of the article was alleged in the information for the reason that the statement regarding it borne and printed on each of the labels, to wit, "Coef. 4," purported and professed that the standard and quality of said fungicide were such that the bactericidal coefficient thereof was four, that is to say, that the bactericidal efficiency of said article was four times that of pure carbolic acid, whereas the strength and purity of said fungicide fell below the said professed standard and quality under which it was sold, in that the bactericidal coefficient of said fungicide was less than four, that is to say, the bactericidal efficiency of the article was less than four times that of pure carbolic acid.

Misbranding was alleged for the reason that the statement regarding the article, borne and printed on each of the labels, to wit, "Coef. 4" was false and misleading, and by reason of the said statement the article was labeled and branded so as to deceive and mislead the purchaser, in that said statement represented that the bactericidal coefficient of said fungicide was four, that is to say, that the bactericidal efficiency of the article was four times that of pure carbolic acid, whereas, in truth and in fact, the bactericidal coefficient of said fungicide was less than four, that is to say, that the bactericidal efficiency of the article was less than four times that of pure carbolic acid. Misbranding was alleged for the further reason that said fungicide consisted partially of inert substances and ingredients, to wit, water and mineral oil, which said inert substances and ingredients do not and did not prevent, destroy, repel, or mitigate fungi, that is to say, pathogenic and putrefactive bacteria, and the names and percentage amounts of each of said inert ingredients so present in said fungicide were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans containing the article, nor in lieu of the names and percentage amounts of said inert ingredients so present in the article were the names and percentage amounts of each and every ingredient of said fungicide having fungicidal properties, and the total percentage of said inert ingredients so present in said fungicide, stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans aforesaid.

On January 6, 1921, a plea of guilty to the information was entered on behalf of the defendant corporation and the court imposed a fine of \$30.

648. Adulteration and misbranding of "Thunderbolt The Great Ant Destroyer." U. S. * * * v. Albert L. Paul (Thunderbolt Mfg. Co.). Plea of guilty. Fine, \$50. (I. & F. No. 883. Dom. No. 14721.)

On September 18, 1920, the United States attorney for the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said District, an information against

Albert L. Paul, trading and doing business under the name and style of Thunderbolt Manufacturing Company, New Orleans, La., alleging shipment by said defendant in violation of the Insecticide Act of 1910, on or about April 22, 1920, from the State of Louisiana into the State of South Carolina, of a quantity of "Thunderbolt The Great Ant Destroyer" which was an adulterated and misbranded insecticide within the meaning of said Act.

Adulteration of the article was alleged in the information for the reason that the following statement,

Active Ingredients:

Arsenious Oxide	1.70%
Total Arsenic (expressed as metallic)	1.28%
Arsenic in water, soluble form (as metallic)	1.28%
Inert Ingredients	98.30%

borne on the labels affixed to the bottles containing the article purported and professed that the standard and quality of said insecticide were such that it contained arsenious oxide in the proportion of 1.70 per centum, and that it contained arsenic expressed as metallic arsenic in the proportion of 1.28 per centum, and that it contained arsenic in water-soluble form, expressed as metallic arsenic in the proportion of 1.28 per centum, and that it contained and consisted of inert ingredients; that is to say, substances and ingredients which do not and did not prevent, destroy, repel, or mitigate insects, to wit, ants, in the proportion of 98.30 per centum, whereas the strength and purity of the said insecticide fell below the professed standard and quality under which it was sold in that it contained arsenious oxide in a proportion less than 1.70 per centum, arsenic expressed as metallic arsenic, in a proportion less than 1.28 per centum, and arsenic, in water-soluble form, expressed as metallic arsenic, in a proportion less than 1.28 per centum, and it contained and consisted of substances and ingredients which do not and did not prevent, destroy, repel, or mitigate insects, to wit, ants, in a proportion greater than 98.30 per centum.

Misbranding was alleged for the reason that the above-quoted statements regarding said insecticide, borne on each of the labels affixed to the bottles aforesaid, were false and misleading, and by reason of said words and figures the said insecticide was labeled and branded so as to deceive and mislead the purchaser in that the said words and figures represented that the insecticide contained arsenious oxide in the proportion of 1.70 per centum, that it contained arsenic, expressed as per centum of metallic arsenic, in the proportion of 1.28 per centum and arsenic in water-soluble form, expressed as metallic arsenic, in the proportion of 1.28 per centum, and that it contained inert ingredients; that is to say, substances and ingredients which do not and did not prevent, destroy, repel, or mitigate insects, to wit, ants, in the proportion of 98.30 per centum, whereas, in truth and in fact, it contained arsenious oxide in a proportion less than 1.70 per centum, total arsenic in a proportion less than 1.28 per centum, and arsenic, in water-soluble form, expressed as per centum of metallic arsenic, in a proportion less than 1.28 per centum and said insecticide did contain and did consist of substances and ingredients which do not and did not prevent, destroy, repel, or mitigate insects, to wit, ants, in a proportion greater than 98.30 per centum.

On September 28, 1920, the defendant entered a plea of guilty to the information and the court imposed a fine of \$10.

649. Adulteration and misbranding of "Hooper's Fatal Food for Roaches." U. S. * * * v. O. H. Jadwin Sons, a corporation. Plea of guilty. Fine, \$5. (I. & F. No. 953. Dom. No. 15292.)

On February 16, 1921, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against O. H. Jadwin Sons, a corporation, New York, N. Y., alleging shipment by said company in violation of the Insecticide Act of 1910, on July 24, 1919, from the State of New York into the State of Connecticut, of a quantity of "Hooper's Fatal Food for Roaches," which was an adulterated and misbranded insecticide within the meaning of said Act.

Adulteration of the article was alleged in the information for the reason that the statement, to wit,

"Contains 25% Sodium Fluorid and 75% Inert Substances"

borne and printed on each of the labels affixed to the cans containing the article represented and professed that the standard and quality of said article were such that it contained and consisted of an active ingredient, to wit, sodium fluoride, which substance did and does prevent, destroy, repel, and mitigate insects, to wit, cockroaches and croton bugs, in a proportion of not less than 25 per centum of the said article, and that it contained and consisted of inert ingredients, that is to say, substances or ingredients which do not prevent, destroy, repel or mitigate insects, in a proportion of not more than 75 per centum of the article, whereas the strength and purity of the article fell below the professed standard and quality under which it was sold in that it contained and consisted of sodium fluoride in a proportion less than 25 per centum of the article and of inert ingredients or substances in a proportion greater than 75 per centum of the article.

Misbranding was alleged for the reason that the statement regarding the article, borne and printed on each of the labels as aforesaid, was false and misleading, and by reason of the said statement, the article was labeled and branded so as to deceive and mislead the purchaser in that the said statement represented and professed that the article contained and consisted of sodium fluoride in a proportion of not less than 25 per centum of the article and that it contained and consisted of inert substances, that is to say, substances or ingredients that do not prevent, destroy, repel, or mitigate insects, to wit, cockroaches and croton bugs in a proportion of not more than 75 per centum of the article, whereas, in fact and in truth, the article contained and consisted of sodium fluoride in a proportion less than 25 per centum and of inert ingredients in a proportion greater than 75 per centum of the article.

On February 23, 1921, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$5.

650. Misbranding of "Hammond's Grape Dust." U. S. * * * v. Benjamin Hammond (Hammond's Slug Shot Works). Plea of guilty. Fine, \$25. (I. & F. No. 969. Dom. No. 14829.)

On January 29, 1921, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Benjamin Hammond, doing business under the style and firm name of Hammond's Slug Shot Works, at Beacon, N. Y., alleging shipment by said defendant, in violation of the Insecticide Act of 1910, on or about February 14, 1919, from the State of New York into the State of Maryland, of a quantity of "Ham-

mond's Grape Dust," which was a misbranded insecticide and fungicide within the meaning of said Act.

Misbranding of the article was alleged in the information for the reason that it consisted partially of inert ingredients, to wit, substances other than free sulphur, copper sulphate, and nicotine, which inert ingredients or substances do not and did not prevent, destroy, repel, or mitigate insects or fungi, and the names and percentage amounts of each and every one of said inert ingredients or substances so present in the article were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cartons containing the article, nor, in lieu of the names and percentage amounts of the inert ingredients or substances so present in the article, were the names and percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly on each or any label affixed to each or any of the cartons containing the article. Misbranding was alleged for the further reason that certain statements borne and printed on each of the labels regarding the article, as follows:

"Hammond's 'Grape Dust' * * * Especially applicable to the Powdery Mildew on grapes and roses and for aphids and black fly. The application is made by dusting with bellows, machine or duster."

were false and misleading, and by reason of said statements the article was labeled and branded so as to deceive and mislead the purchaser in that said statements represented that the article, when used and applied in the method and manner as directed, would be effective against the insects known as aphids and black fly, whereas, in fact and in truth, the article when used and applied in the method and manner as directed by the said statements would not be effective against the insects known as aphids and black fly.

On February 23, 1921, the defendant entered a plea of guilty to the information and the court imposed a fine of \$25.

